



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

E. F. GRADY  
TREASURER

D. E. ENRIGHT  
ASSISTANT TREASURER

W. T. SHORT  
ASSISTANT TREASURER

RECORDATION NO. *8368-A* Filed & Recorded

JUL 22 1977 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

July 11, 1977

*20314040*

Date *July 11, 1977*

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T.C.C.

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

SUBJECT: Amendment Agreement dated as of July 1, 1977, to St. Louis Southwestern Railway Company Conditional Sale Agreement, and Agreement and Assignment dated as of June 1, 1976 --- Recording Pursuant to the Provisions of Section 20c of the Interstate Commerce Act

Dear Sir:

There are enclosed for recording, pursuant to the provisions of Section 20c of the Interstate Commerce Act, the original and one (1) fully executed counterpart of Amendment Agreement dated as of July 1, 1977, among PULLMAN INCORPORATED (Pullman Standard Division) ("Builder"), St. Louis Southwestern Railway Company ("Railroad") and First Pennsylvania Bank N.A. ("Assignee"), together with this Company's voucher in the sum of \$10.00 in payment of the recording fee. This Amendment Agreement confers upon the Railroad the right, at its option, to arrange for the installation on any of the units of railroad equipment, described hereinbelow, parts or additions thereto comprising exterior end doors ("End Doors") to such units by a manufacturer of railroad equipment other than the Builder. When installed, the said End Doors will constitute accessions to such units of equipment, will be subject to all the terms and conditions of the said Conditional Sale

*C. C. [Signature]*

a Southern Pacific subsidiary

#2 - Mr. R. L. Oswald

Agreement, and will be included in the term "Equipment", as used in the Conditional Sale Agreement, all as provided in the first paragraph of Article 6 thereof.

The following documents have been recorded with the Commission under Section 20c in this matter:

Conditional Sale Agreement dated as of June 1, 1976, between Pullman Incorporated (Pullman Standard Division) and St. Louis Southwestern Railway Company, and Agreement and Assignment dated as of June 1, 1976, between Pullman Incorporated (Pullman Standard Division) and First Pennsylvania Bank N.A., as Agent, recorded on June 15, 1976, at 11:05 a.m., and assigned Recordation No. 8368.

In connection with the recording of the enclosed Amendment Agreement dated as of July 1, 1977, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Builder  
of units of railroad equipment on  
which End Doors are to be installed:

Pullman Incorporated (Pullman Standard Division)  
200 South Michigan Avenue  
Chicago, Illinois 60604

Name and Address of Railroad:

St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the railroad equipment  
previously subjected to the above-entitled  
Conditional Sale Agreement, on which said End  
Doors are to be added and installed as accessions  
thereto, as aforesaid:

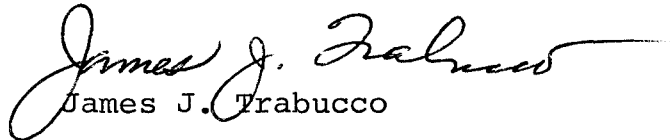
300	89'4" 1o-deck flat cars with enclosed tri-level auto rack superstructures; AAR Mechanical Designation - FA; PULLMAN INCORPORATED (Pullman
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#3 - Mr. R. L. Oswald

Standard Division), builder; lettered SSW and numbered 80500-80799, both inclusive.

When recording of the Amendment Agreement has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof not required for filing which are presented to you by our representative therewith, together with the attached copy of this letter, and return the same to him.

Very truly yours,

  
James J. Trabucco

Attorney

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**7/22/77**

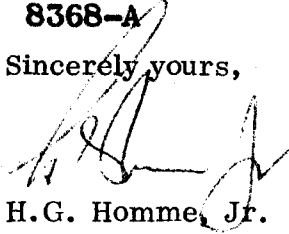
**OFFICE OF THE SECRETARY**

**James J. Trabucco, Atty.  
St. Louis Southwestern RYW. Co.  
Southern Pacific Building  
One Market Plaza  
San Francisco, Calif. 94105**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **7/22/77** at **1:35pm**,  
and assigned recordation number(s) **8368-A**

Sincerely yours,

  
**H.G. Homme, Jr.**  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

JUL 22 1977 - 1 25 PM

**INTERSTATE COMMERCE COMMISSION**

AMENDMENT AGREEMENT dated as of July 1, 1977, among PULLMAN INCORPORATED (Pullman Standard Division), a Delaware corporation (hereinafter called the Builder), ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a Missouri corporation (hereinafter called the Railroad) and FIRST PENNSYLVANIA BANK N.A., a national banking association, acting as agent under a Finance Agreement dated as of June 1, 1976 (hereinafter called the Agent).

WHEREAS the Builder and the Railroad have heretofore entered into a Conditional Sale Agreement dated as of June 1, 1976 (hereinafter called the Original Conditional Sale Agreement), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 15, 1976, and assigned Recordation No. 8368; and

WHEREAS the Builder and the Agent have heretofore entered into an Agreement and Assignment of the Original Conditional Sale Agreement dated as of June 1, 1976 (hereinafter called the Original Assignment), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 15, 1976, as a single document with the Original Conditional Sale Agreement; and

WHEREAS the parties hereto desire to amend the Original Conditional Sale Agreement and the Original Assignment as herein set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. There is hereby added immediately following the second paragraph of Article 4 of the Original Conditional Sale Agreement three additional paragraphs reading as follows:

"The Railroad may at its option arrange for the installation on any unit of the Equipment of any parts or additions thereto comprising exterior end doors by a manufacturer of railroad equipment other than the Builder. If the Railroad shall so elect, the exterior end doors which shall be so installed on any unit of the Equipment theretofore settled for hereunder shall be

divided into such number of groups delivered to and accepted by the Railroad consisting of all such exterior end doors so installed by such manufacturer not yet settled for and for which an invoice or invoices and a supplemental certificate of acceptance are presented by such manufacturer by the tenth day of any calendar month. The terms "Builder" and "Group" as used in this Article 4 shall be deemed to include any such manufacturer and any such groups of exterior end doors installed on any unit of the Equipment as provided in this paragraph, and any reference in this Article 4 to an invoice shall be deemed to include any invoice or invoices submitted by such manufacturer in respect of the purchase and installation of such exterior end doors.

Any and all exterior end doors installed on any unit of the Equipment as provided in the next preceding paragraph shall constitute accessions to the Equipment and shall be subject to all appropriate terms and conditions of this Agreement as though part of the Equipment delivered by the Builder hereunder and shall be included in the term "Equipment" as used in this Agreement; provided, however, that nothing herein shall result in the Builder having any liability or obligation with respect to any exterior end door not manufactured by it. Title to all such exterior end doors so installed shall be free and clear of all liens and encumbrances except the liens permitted by the second paragraph of Article 12 hereof and shall be taken initially and shall remain in the name of the Vendor subject to the provisions hereof, and the Railroad shall execute, acknowledge, deliver, file, record or deposit all such documents and do any and all such acts as may be necessary to cause such exterior end doors to come under and be subject to this Agreement. All such exterior end doors shall be guaranteed and warranted in like banner as is customary at the time for similar equipment.

In the event any exterior end doors shall be installed by a manufacturer of railroad equipment other than the Builder after this Agreement shall have been assigned by the Builder to First Pennsylvania Bank N.A., acting as Agent under a Finance Agreement dated as of June 1, 1976 (said bank so acting being hereinafter called the Agent), then the Agent, on the Closing Date for the Group consisting of such exterior end doors, shall pay directly to such manufacturer an

amount equal to (or, if the Railroad shall have theretofore paid such manufacturer as evidenced by the receipt of such manufacturer, shall reimburse the Railroad in an amount equal to) the proportion of the Purchase Price of such Group which is payable in instalments as provided in such Group this Article 4, provided that there shall have been delivered to the Agent the following papers:

(a) an invoice of the manufacturer of the exterior end doors in such Group accompanied by or having endorsed thereon a certification by the Railroad as to the correctness of the prices of such units;

(b) a certificate of an authorized officer or agent of the Railroad to the effect that such exterior end doors have been installed on specified units of the Equipment so as to constitute accessions thereto; and

(c) an opinion of counsel for the Railroad, dated such Closing Date, to the effect that such exterior end doors constitute accessions to the Equipment and are subject to all the terms and conditions of this Agreement and are included in the term "Equipment" as used in this Agreement".

2. Subparagraph (b) of the third paragraph of Article 4 of the Original Conditional Sale Agreement is hereby deleted and there is substituted therefor a new subparagraph (b) reading as follows:

"(b) in 15 consecutive equal (except for appropriate adjustment of the final instalment in case the amount payable pursuant to this subparagraph (b) shall not, when divided by 15, result in an amount ending in an integral cent) annual instalments, as hereinafter provided, an amount equal to the aggregate of the Invoiced Purchase Prices for all of the Equipment which shall have been settled for on or prior to the date of the first such instalment payment less the amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph; provided that if all the Equipment shall not have been settled for on the date of such first instalment payment, the second instalment payment shall be increased by an amount equal to  $\frac{2}{15}$  of an amount equal to (x) the aggregate of the Invoiced Purchase Prices for all Equipment settled for after the date of such first instal-

ment payment, less (y) the amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph, and the third and each subsequent instalment payment shall be increased by an amount equal to 1/15 of such amount equal to the amount specified in the foregoing clause (x) less the amount specified in the foregoing clause (y). The aggregate of said instalments is hereinafter called the Conditional Sale Indebtedness."

3. The word "third" in the first sentence of the fourth paragraph of Article 4 of the Original Conditional Sale Agreement is hereby deleted and there is substituted therefor the word "sixth".

4. The date "July 2, 1977", in the first sentence of the fifth paragraph of Article 4 of the Original Conditional Sale Agreement is hereby deleted and there is substituted therefor the date "January 1, 1978".

5. The Original Assignment is hereby amended accordingly.

6. The Railroad will cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

7. This Amendment Agreement shall become effective only upon the obtaining of the requisite consents of the Investors named in the Finance Agreement referred to above.

8. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Texas; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, as shall be conferred by the laws of the several jurisdictions in which this Agreement shall be filed, recorded or deposited.

9. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute but one and the same contract. Although this Amendment Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto

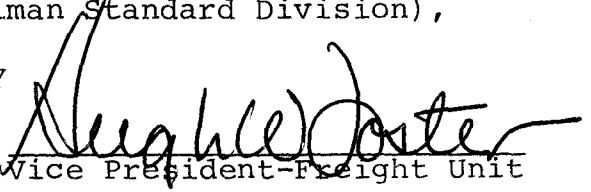


annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

PULLMAN INCORPORATED  
(Pullman Standard Division),

by

  
Vice President-Freight Unit

[Corporate Seal]

Attest:

  
Assistant Secretary

ST. LOUIS SOUTHWESTERN RAILWAY  
COMPANY,

by

  
Treasurer

[Corporate Seal]

Attest:

  
ASSISTANT SECRETARY

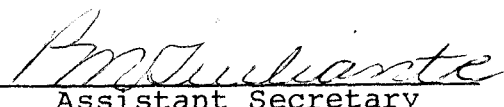
FIRST PENNSYLVANIA BANK N.A.,  
as Agent,

by

  
Assistant Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

May Commission expires:

COMMONWEALTH OF PENNSYLVANIA,) )  
COUNTY OF PHILADELPHIA, ) ss.:

On this 13th day of July 1977, before me personally appeared D. P. Darrin, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST PENNSYLVANIA BANK N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth J. Sabedra  
Notary Public

[Notarial Seal]

My Commission expires:

ELIZABETH J. SABEDRA  
Notary Public, Philadelphia, Philadelphia, Co.  
My Commission Expires April 14, 1980